

BEFORE THE BOARD OF COUNTY COMMISSIONERS

LEWIS COUNTY, WASHINGTON

APPROVING INTERLOCAL AGREEMENTS }  
BETWEEN LEWIS COUNTY AND OTHER }  
AGENCIES AND INTERDEPARTMENTAL }  
COST SHARING ARRANGEMENTS IN } RESOLUTION NO. 13- 448  
REGARDS TO PICTOMETRY AERIALS }

**WHEREAS**, Lewis County and the cities of Centralia, Chehalis, Napavine, and Toledo, and the Lewis County Public Utility District #1(Agencies) are authorized to provide cooperative services under the Interlocal Cooperative Act, RCW 39.34; and

**WHEREAS**, Lewis County has contracted with Pictometry International Corporation (Pictometry) for the provision of certain licensed Pictometry products, encompassing, among others, specified aerial images of the county and all or portions of selected adjacent jurisdictions (#C124881-20132018 and amendments, attached); and

**WHEREAS**, Section B of the contract between Lewis County and Pictometry has a provision allowing specified Authorized Subdivisions to use the licensed products; and

**WHEREAS**, the Agencies are included as Authorized Subdivisions in the contract and the Agencies have determined that the Pictometry products would be beneficial to their operations; and

**WHEREAS**, Lewis County and the Agencies are interested in developing partnerships and working cooperatively with each other to reduce project costs and eliminate duplication of services through the adoption of Interlocal Agreements; and

**WHEREAS**, the Board of Lewis County Commissioners has directed the Public Works Director to establish an interdepartmental cost-sharing schedule between Lewis County Offices and Departments that will benefit from the Pictometry products; and

**WHEREAS**, the Public Works Director has drafted a cost sharing schedule (attached) that divides Lewis County's portion of Pictometry product costs -- including the cost for the Public Works Department to administer and maintain the Pictometry programs, and the Fiscal Department has developed a spreadsheet determining the percentages paid by each department which will govern specific internal cost allocations, and;

**WHEREAS**, it appears to be in the best public interest to authorize the execution of the Interlocal Agreements for Lewis County and the execution of the cost sharing schedule for Lewis County Offices and Departments;

**NOW THEREFORE BE IT RESOLVED**, that all of the individual Interlocal Agreements between Lewis County and the Agencies are hereby approved and the Director of the Public

Works Department is authorized to sign the same; and that the cost sharing schedule for Lewis County Offices and Departments is hereby approved.

DONE IN OPEN SESSION this 12<sup>th</sup> day of August, 2013.

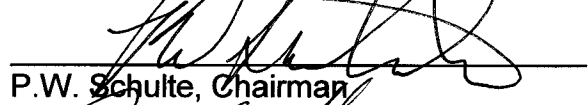
APPROVED AS TO FORM:

Jonathan Meyer, Prosecuting Attorney



By: Civil Deputy

BOARD OF COUNTY COMMISSIONERS  
LEWIS COUNTY, WASHINGTON




P.W. Schulte, Chairman



F. Lee Grose, Member

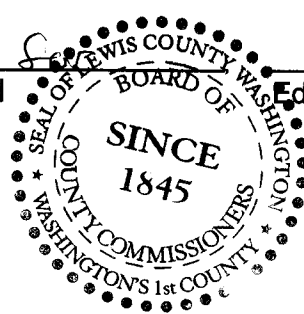
ATTEST:



Karri Muir, Clerk of the Board



Edna J. Fund, Member



# PICTOMETRY BILLING WORKSHEET

Account Numbers

Revenue Acct Fund 117

## Outside Agency Percentages

	% of Total Cost
Centralia:	13.57%
Chehalis:	9.01%
Napavine:	1.53%
Tacoma Pwr:	9.63%
LC PUD:	9.54%
Toledo	0.47%
LC PWD:	16.91%
LC PWD:	39.35%
	100.00%

## Internal percentages for reimbursable billings

	Expenditure Accounts
Assessor	10.78%
Prosecutor	1.08%
Auditor	1.08%
Sheriff's Office	7.02%
Emergency Mngmnt-Fund 101	7.16%
Comm Dev-Fund 121	5.62%
Health-Fund 190	1.48%
Facilities-Fund 507	0.70%
Comm-E911-Fund 107	4.44%
TOTAL	39.35%

# **Interdepartmental cost sharing estimate for Pictometry 2013-2015**

Interlocal participants are listed to establish the remainder that the County will pay.

Exact cost sharing breakdown will depend upon how many Connect accounts are requested.

Final costs allocations pending participants that still need to submit total account requests.

	<u>Aerial&amp;CF+tax+fee</u>	<u>Connect+tax+fee</u>	<u>Total</u>	
<b>2013 Total</b>	<b>\$ 49,145.07</b>	<b>\$ 2,542.50</b>	<b>\$ 51,687.57</b>	
	\$ -	\$ -		
Tacoma Power	\$ 5,000.00	\$ 156.94	\$ 5,156.94	TP agr't #2730 *
LC PUD	\$ 5,000.00	\$ 78.47	\$ 5,078.47	2013 Interlocal
Centralia	\$ 6,921.00	\$ 188.33	\$ 7,109.33	2013 Interlocal
Chehalis	\$ 4,593.00	\$ 125.56	\$ 4,718.56	2013 Interlocal
Napavine	\$ 740.00	\$ 47.08	\$ 787.08	2013 Interlocal
Toledo	\$ 200.00	\$ 31.39	\$ 231.39	2013 Interlocal
Lewis County, all	\$ 26,691.07	\$ 1,914.72	\$ 28,605.79	
LCPWD	\$ 9,000.00	\$ -	\$ 9,000.00	
LC-NonPWD	\$ 17,691.07	\$ 1,914.72	\$ 19,605.79	
Assessor	\$ 4,762.37	\$ 531.87	\$ 5,294.23	2013 Resolution adopting this cost sharing schedule
PA	\$ 476.24	\$ 53.19	\$ 529.42	
Auditor	\$ 476.24	\$ 53.19	\$ 529.42	
LCSO	\$ 3,101.21	\$ 265.93	\$ 3,367.14	
DEM	\$ 3,161.36	\$ 53.19	\$ 3,214.55	
ComDev	\$ 2,476.75	\$ 265.93	\$ 2,742.68	
Health	\$ 653.11	\$ 132.97	\$ 786.08	
Gen Admin	\$ 310.12	\$ 159.56	\$ 469.68	
Facilities/Parks	\$ 310.12	\$ 53.19	\$ 363.31	
911/Comm	\$ 1,959.33	\$ 345.71	\$ 2,305.05	
Total rev' to PWD:			\$ 42,687.57	
Interlocal:			\$ 23,081.78	
Interfund:			\$ 19,605.79	

\* Tacom Power Agreement #2730 (2004)      AFN: 3209182  
and Amendment #1 (2007)                      AFN: 3295821  
and Amendment #2 (2010)                      unrecorded

2014 & 2015 Connect costs are in anticipation of needing 101-200 accounts:

If 100 or less accounts are needed then the cost will be approximately half for Connect.

Requests for changes in the number of Connect accounts may also affect the breakdown.

	<u>Aerial&amp;CF+tax+fee</u>	<u>Connect+tax+fee</u>	<u>Total</u>	
<b>2014 Total</b>	<b>\$ 49,144.78</b>	<b>\$ 5,085.00</b>	<b>\$ 54,229.78</b>	
	\$ -	\$ -		
Tacoma Power	\$ 5,000.00	\$ 313.89	\$ 5,313.89	TP agr't #2730 *
LC PUD	\$ 5,000.00	\$ 156.94	\$ 5,156.94	2013 Interlocal
Centralia	\$ 6,921.00	\$ 376.67	\$ 7,297.67	2013 Interlocal
Chehalis	\$ 4,593.00	\$ 251.11	\$ 4,844.11	2013 Interlocal
Napavine	\$ 740.00	\$ 94.17	\$ 834.17	2013 Interlocal
Toledo	\$ 200.00	\$ 62.78	\$ 262.78	2013 Interlocal
Lewis County, all	\$ 26,690.78	\$ 3,829.44	\$ 30,520.23	
LCPWD	\$ 9,000.00	\$ -	\$ 9,000.00	
LC-NonPWD	\$ 17,690.78	\$ 3,829.44	\$ 21,520.23	
Assessor	\$ 4,762.29	\$ 1,063.73	\$ 5,826.02	2013 Resolution adopting this cost sharing schedule
PA	\$ 476.23	\$ 106.37	\$ 582.60	
Auditor	\$ 476.23	\$ 106.37	\$ 582.60	
LCSO	\$ 3,101.16	\$ 531.87	\$ 3,633.03	
DEM	\$ 3,161.31	\$ 106.37	\$ 3,267.68	
ComDev	\$ 2,476.71	\$ 531.87	\$ 3,008.58	
Health	\$ 653.10	\$ 265.93	\$ 919.03	
Gen Admin	\$ 310.12	\$ 319.12	\$ 629.24	
Facilities/Parks	\$ 310.12	\$ 106.37	\$ 416.49	
911/Comm	\$ 1,959.30	\$ 691.43	\$ 2,650.73	
Total rev' to PWD:			\$ 45,229.78	
Interlocal:			\$ 23,709.56	
Interfund:			\$ 21,520.23	

\* Tacom Power Agreement #2730 (2004)      AFN: 3209182  
 and Amendment #1 (2007)                      AFN: 3295821  
 and Amendment #2 (2010)                      unrecorded

2014 & 2015 Connect costs are in anticipation of needing 101-200 accounts:

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	<u>Aerial&amp;CF+tax+fee</u>	<u>Connect+tax+fee</u>	<u>Total</u>	
<b>2015 Total</b>	<b>\$ 49,145.07</b>	<b>\$ 5,085.00</b>	<b>\$ 54,230.07</b>	
	\$ -	\$ -		
Tacoma Power	\$ 5,000.00	\$ 313.89	\$ 5,313.89	TP agr't #2730 *
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Chehalis	\$ 4,593.00	\$ 251.11	\$ 4,844.11	2013 Interlocal
Napavine	\$ 740.00	\$ 94.17	\$ 834.17	2013 Interlocal
Toledo	\$ 200.00	\$ 62.78	\$ 262.78	2013 Interlocal
Lewis County, all	\$ 26,691.07	\$ 3,829.44	\$ 30,520.51	
LCPWD	\$ 9,000.00	\$ -	\$ 9,000.00	
LC-NonPWD	\$ 17,691.07	\$ 3,829.44	\$ 21,520.51	
Assessor	\$ 4,762.37	\$ 1,063.73	\$ 5,826.10	2013 Resolution adopting this cost sharing schedule
PA	\$ 476.24	\$ 106.37	\$ 582.61	
Auditor	\$ 476.24	\$ 106.37	\$ 582.61	
LCSO	\$ 3,101.21	\$ 531.87	\$ 3,633.08	
DEM	\$ 3,161.36	\$ 106.37	\$ 3,267.73	
ComDev	\$ 2,476.75	\$ 531.87	\$ 3,008.62	
Health	\$ 653.11	\$ 265.93	\$ 919.04	
Gen Admin	\$ 310.12	\$ 319.12	\$ 629.24	
Facilities/Parks	\$ 310.12	\$ 106.37	\$ 416.49	
911/Comm	\$ 1,959.33	\$ 691.43	\$ 2,650.76	
Total rev' to PWD:			\$ 45,230.07	
Interlocal:			\$ 23,709.56	
Interfund:			\$ 21,520.51	

\* Tacom Power Agreement #2730 (2004)      AFN: 3209182  
 and Amendment #1 (2007)                      AFN: 3295821  
 and Amendment #2 (2010)                      unrecorded

**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP.  
AND  
LEWIS COUNTY, WA**

**DESCRIPTION OF PRODUCTS (the "Products"):**

Section A: Licensed Products

Section B: Product Terms, Conditions, and Specifications

**TERM OF AGREEMENT (the "Term"):**

Term of Agreement commences on the date of Shipment of the aforementioned Licensed Products and shall continue for the term defined on Section A to this Agreement.

**FEES AND PAYMENT TERMS (the "License Fees"):**

All fees referred to in this License Agreement and in any of its Sections are in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are exclusive of the license and other fees to be paid by Licensee to Pictometry and which duties, taxes and fees will be paid by Licensee without reducing any amount owed to Pictometry unless documentation of tax exemption is provided to Pictometry prior to billing. Any amount payable by Licensee that is not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. In addition to any applicable interest, Licensee will pay Pictometry all costs it incurs to collect any amount due under this License Agreement, including but not limited to, attorneys' fees and court costs.

<b>LICENSEE NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
360 NW North Street	100 Town Centre Drive, Suite A
Chehalis, WA 98532	Rochester, NY 14623
Attn: Matt Hyatt, GIS Manager	Attn: Director, Contract Administration
Phone: (360) 740-1128 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

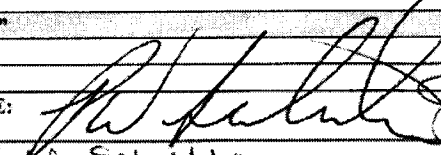
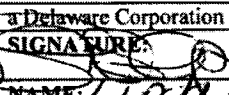
**AGREEMENT:**

This Agreement, which includes this cover sheet and the Sections hereto (collectively, this "Agreement"), constitutes the entire agreement between Pictometry and Licensee with respect to the aforementioned Products and supersedes all prior representations, agreements or arrangements, whether oral or written, relating to the subject matter hereof. Any modifications of this Agreement must be in writing and signed by a duly authorized officer of each party. Any purchase order or similar document that Licensee may issue in connection with this Agreement will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

In consideration of and subject to the payment by Licensee of the License Fees, Pictometry agrees to provide Licensee with access to and use of the Products, subject to the terms and conditions set forth in Section B and the Licensee's current License Agreement to this Agreement. Licensee hereby agrees to pay the License Fees in accordance with the stated payment terms and accepts and agrees to abide by the General License Agreement.

This Agreement shall not become effective until signed by both duly authorized officers of Licensee and Pictometry.

**PARTIES:**

<b>"LICENSEE"</b>	<b>"PICTOMETRY"</b>
<b>NAME:</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware Corporation
<b>SIGNATURE:</b> 	<b>SIGNATURE:</b> 
<b>NAME:</b> Matt Schiller	<b>NAME:</b> David F. Salpe
<b>TITLE:</b> Chairman	<b>TITLE:</b> Senior Vice President, Finance
<b>DATE:</b> 3-4-13	<b>DATE:</b> 2/18/13

**ORIGINAL CONTRACT (HARD COPY) MUST BE RECEIVED BY PICTOMETRY WITHIN 10 DAYS FROM DATE OF SIGNING.**

# SECTION A

# LICENSED PRODUCTS

Pictometry International Corp.  
100 Town Centre Drive, Suite A  
Rochester, NY 14623

ORDER #

C124881

BILL TO
Lewis County WA
Matt Hyatt
360 NW North Street
Chehalis, WA 98532
(360) 740-1128
mghyatt@lewiscountywa.gov

SHIP TO
Lewis County WA
Matt Hyatt
360 NW North Street
Chehalis, WA 98532
(360) 740-1128
mghyatt@lewiscountywa.gov

CUSTOMER ID	SALES REP	TERM OF CONTRACT	NUMBER OF FLIGHTS
A118210	RMich	9 years	3

US GSA CONTRACT #	35F-080IN
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FIRST CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	E-911 Interface - Unlimited Seats in all PSAPS	Perpetual License. Product enables system interface but does not cover the actual integration. Licensee must engage third party to provide this integration.	\$15,000.00	\$0.00 Product Grant	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1221	IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 9-inch GSD ortho mosaic tiles, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel, Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$75.00	\$71.25 LTI	\$86,996.25
65	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel, Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel.	\$400.00	\$380.00 LTI	\$24,700.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
65	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$2.00		\$130.00
1221	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$610.50
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
65	Tiles - Standard (4in GSD; GeoTIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in GeoTIFF Format.	\$20.00	\$10.00	\$650.00



		Files are provided "as is." Refer to license agreement for additional details.		Early Adopter Credit	
SUBTOTAL - FIRST CAPTURE					\$113,285.75

SECOND CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	E-911 Interface - Unlimited Seats in all PSAPS	Perpetual License. Product enables system interface but does not cover the actual integration. Licensee must engage third party to provide this integration.	\$15,000.00	\$0.00 Product Grant	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1221	IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 9-inch GSD ortho mosaic tiles, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel	\$75.00	\$71.25 LTI	\$86,996.25
65	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel, Nominal Oblique GSD (all values +/- 10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel	\$400.00	\$380.00 LTI	\$24,700.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
65	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$2.00		\$130.00
1221	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$610.50
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
65	Tiles - Standard (4in GSD; GeoTIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is." Refer to license agreement for additional details.	\$20.00	\$10.00 Early Adopter Credit	\$650.00
SUBTOTAL - SECOND CAPTURE					\$113,285.75

THIRD CAPTURE					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
1	E-911 Interface - Unlimited Seats in all PSAPS	Perpetual License. Product enables system interface but does not cover the actual integration. Licensee must engage third party to provide this integration.	\$15,000.00	\$0.00 Product Grant	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1221	IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 9-inch GSD ortho mosaic tiles, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/- 10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85	\$75.00	\$71.25 LTI	\$86,996.25

		feet/pixel, Back Line: 1.00 feet/pixel			
65	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel	\$400.00	\$380.00 LTI	\$24,700.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately	\$199.00		\$199.00
65	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$2.00		\$130.00
1221	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to license agreement for additional details.	\$0.50		\$610.50
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry for ArcGIS Desktop - Active X Extension - Government (Seat)	Pictometry for ArcGIS Desktop. Active X extension compatible with ArcMap versions 9.3xx and 10.	\$0.00		\$0.00
65	Tiles - Standard (4in GSD; GeoTIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in GeoTIFF Format. Tiles are provided "as is." Refer to license agreement for additional details.	\$20.00	\$10.00 Early Adopter Credit	\$650.00
SUBTOTAL - THIRD CAPTURE					\$113,285.75

Thank you for choosing Pictometry as your service provider.	TOTAL	\$339,857.25
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## PAYMENT TERMS

### FIRST CAPTURE

Due at Signing	\$18,880.00
Due at Shipment of Imagery	\$18,882.00
Due at First Anniversary of Shipment of Imagery	\$37,761.75
Due at Second Anniversary of Shipment of Imagery	\$37,762.00

Total Payments \$113,285.75

### SECOND CAPTURE

Due at Shipment of Imagery	\$37,761.75
Due at First Anniversary of Shipment of Imagery	\$37,762.00
Due at Second Anniversary of Shipment of Imagery	\$37,762.00

Total Payments \$113,285.75

### THIRD CAPTURE

Due at Shipment of Imagery	\$37,761.75
Due at First Anniversary of Shipment of Imagery	\$37,762.00
Due at Second Anniversary of Shipment of Imagery	\$37,762.00

Total Payments \$113,285.75

## SECTION B

## PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

The following are the terms, conditions, and specifications related to the products offered under the License Agreement.

### Authorized Subdivisions:

For clarification purposes, any and all sub-governmental entities of Lewis County, WA including cities, towns, the PUD, ports, any other special districts (School, Hospital, Flood, Drainage, Cemetery, Water, Sewer, Transit, Park, etc.), and the City of Tacoma Public Utilities are hereby designated as Authorized Subdivisions under the terms and conditions of this license agreement.

Long Term Incentives ('LTI') have been applied to the imagery fees shown on the attached order form. In the event the licensee terminates this Agreement prior to the execution of a remaining flight capture, all LTI monetary considerations shall be revoked and the related funds shall be immediately due and payable to Pictometry. Repayment of LTI considerations does not apply if funds for Oblique Imagery are not appropriated. If such funds are not appropriated, Licensee shall provide Pictometry with written documentation of non-appropriation from the funding source (such notification must be prior to any pending image capture). In the event of a non-appropriation, all contractual terms and conditions remain in force. No new image libraries will be captured or delivered prior to the payment of all outstanding balances.

## PRODUCT PARAMETERS

### IMAGERY – FIRST PROJECT

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector  
**Ortho Tile Projection:** State Plane, NAD83 – Washington State Plane South Zone  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** Customer Provided – LiDAR for part of their project area. USGS elsewhere.  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83 – Washington State Plane South Zone  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** Customer Provided – LiDAR for part of their project area. USGS elsewhere  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

### IMAGERY – SECOND PROJECT

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector  
**Ortho Tile Projection:** State Plane, NAD83 – Washington State Plane South Zone  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** Customer Provided – LiDAR for part of their project area. USGS elsewhere.  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83 – Washington State Plane South Zone  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** Customer Provided – LiDAR for part of their project area. USGS elsewhere  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

### IMAGERY – THIRD PROJECT

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) with 9in mosaic tiles - Per Sector  
**Ortho Tile Projection:** State Plane, NAD83 – Washington State Plane South Zone  
**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** Customer Provided – Customer provided LiDAR for part of project area. USGS elsewhere  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector  
**Ortho Tile Projection:** State Plane, NAD83 – Washington State Plane South Zone

**Ortho Tile Format:**  
**Units:** Feet  
**Elevation Source:** Customer Provided – LiDAR for part of their project area. USGS elsewhere.  
**Leaf:** Less than 30% leaf cover (Off)  
**Special Instructions:**

## STANDARD TERMS AND CONDITIONS

### LICENSED OBLIQUE AND ORTHOGONAL IMAGERY

**Imagery:** Licensed Images procured with a high resolution digital camera and nominal GSD is as indicated on Sector Map. C3 products shall contain ortho images and oblique images taken from opposite directions. C5 or N5 products shall contain ortho images and oblique images taken from both opposite and perpendicular directions. Pictometry images (individual frames) are delivered in Pictometry .PSI and .PMI format (JPG combined with a metadata trailer). For each sector that includes ortho imagery, Pictometry includes a separate trailer, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise on the executed order form. US Census Bureau TIGER line files of County or a base map must be supplied by Licensee.

**EFS Licensed Software:** Pictometry International Corp. shall supply one copy of the Pictometry Electronic Field Study (EFS) software, latest version, on the Storage Media supplied as specified herein. Licensee and Authorized Users may download updated versions of the Licensed Software for the term of their active License (not Perpetual License) with Pictometry, as indicated on the order form, from the initial date of shipping of the EFS software, along with a copy of the updated documentation. Recommended minimum system requirements for EFS are as follows:

Pentium 4, 1.3 GHz or greater processor. 512MB RAM (1GB or more recommended for XP, 2GB or more recommended for Vista and Windows 7).  
Windows 2000, XP, Vista (32- or 64-bit), or Windows 7 (32- or 64-bit). Video Card: 16MB graphics, 32bit color quality and 1024x768 screen resolution.  
100 Mbps - NIC (network deployments). 250MB available hard disk space (EFS R1.14)

Licensee agrees that Pictometry may audit Licensee's use of the Licensed Software and agrees to the sharing of supplementary data with Pictometry for the purpose of improving future software versions, providing for additional tools and enhancing the value of the software to the Licensee. Pictometry shall not transfer any data collected to any third party. Pictometry shall preserve at all times the confidentiality of information pertaining to data collections where the information is not in the public domain.

**Telephone Support:** To the extent indicated, Pictometry shall provide telephone support to Licensee employees who have completed the Advanced User Technical Training and who are individually identified by Licensee to Pictometry.

**License Term:** At the conclusion of the defined License Term on the order form, Pictometry shall automatically grant a Perpetual License to Licensees in good standing for the then current version of the Licensed Products. Maintenance and Support for the Perpetual License may be purchased at Licensee's request.

**Licensee Storage Media:** Licensee will make available on Licensee Server sufficient disk storage space to accommodate the Licensed Products. Licensee will also provide a 100 mb/s network link to the server. On delivery, the Licensed Images and Licensed Software may be copied to the Licensee server via the network connection.

**Delivery Schedule:** The image capture process and the delivery date may be affected by weather conditions or aircraft availability. Licensee will accept delivery within thirty (30) days of notification by Pictometry.

### Digital Imagery Specifications:

#### Dimensions and Resolution

All values are approximates based on target height-over-ground. The actual values vary due to conditions outside of Pictometry's control, including, but not limited to, air traffic control restrictions, weather, and elevation changes in the underlying ground surface.

#### Sector Tiles

##### One-Meter Sector Tiles

**Footprint:** 5,280 x 5,280 feet (1,609 x 1,609 meters)  
**Pixel Size:** 3.28 feet/pixel (1.0 meters/pixel)  
**Source Imagery:** Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 700 KB (JPG format)

##### 12 inch Sector Tiles

**Footprint:** 5,280 x 5,280 feet (1,609 x 1,609 meters)  
**Pixel Size:** 1.0 feet/pixel (0.3048 meters/pixel)  
**Source Imagery:** Community Orthogonal (12 and 9 inch / 30 and 22.5 cm) and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 7,000 KB (JPG format)

##### 9 inch Sector Tiles

**Footprint:** 5,280 x 5,280 feet (1,609 x 1,609 meters)  
**Pixel Size:** 0.75 feet /pixel (0.2286 meters/pixel)  
**Source Imagery:** Community Orthogonal (nominal 9 inch / 22.5 cm) and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 12,000 KB (JPG format)

#### 6 Inch Quarter Sector Tiles

**Footprint:** 2,640 x 2,640 feet (805 x 805 meters)  
**Pixel Size:** 0.5 feet/pixel (0.1524 meters/pixel)  
**Source Imagery:** Neighborhood Orthogonal and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 8,000 KB (JPG format)

#### 4 Inch Quarter Sector Tiles

**Footprint:** 2,640 x 2,640 feet (805 x 805 meters)  
**Pixel Size:** 0.333 feet/pixel (0.1016 meters/pixel)  
**Source Imagery:** Neighborhood Orthogonal and/or Neighborhood Orthogonal  
**Radiometry:** Not radiometrically balanced, may have observable cut lines and could consist of imagery taken over a period of several days.  
**File Size (Approx.):** 19,000 KB (JPG format)

#### General Specifications:

##### Orthogonal Images

<b>Image Format</b>	Industry-standard image format with proprietary image trailer.
<b>Image Quality</b>	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation changes, the image ground sample distance and resolutions may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows.
<b>Measurement Accuracy</b>	<0.5% measurement error, excluding user pixel selection error
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy.
<b>Sensor Orientation</b>	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
<b>Sensor Positional Accuracy</b>	mean 15cm absolute
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch)                      0.035 degrees absolute (heading)
<b>Ortho-Rectification</b>	The images are ortho-rectified to remove the variations due to elevation changes (utilizing the best DEM data available, including customer provided DEM data), resulting in geographically square pixels aligned to a rectilinear grid. This grid can be specified by any number of coordinate systems, including Latitude/Longitude, State Plane, UTM, and more. The desired coordinate system should be specified in the contract, or a default coordinate system will be used.
<b>Image Export</b>	JFIF (JPEG), TIFF, or BMP. Pictometry software can be utilized to export the images into any of the above industry-standard formats. The orthogonal images can optionally be transformed to a different projection during this export process, and an associated location reference file can be created for use in importing the images into other GIS mapping software.
<b>Image Tiling</b>	Individual orthogonal images are edge-feathered and mosaicked to produce orthogonal image tiles with tile sizes selected to balance single image coverage as well as manageability of open images. These orthogonal tiles provide continuous coverage across the area of interest. While some color balancing is done, these orthogonal tiles are not fully radiometrically balanced or edge-matched.

##### Oblique Images

<b>Image Format</b>	Industry-standard image format with proprietary image trailer.
<b>Image Quality</b>	Images will have an unobstructed view of the ground and objects on the ground. In controlled airspace around airports, etc., and in areas of steep elevation change, the image ground sample distance may vary. There may be varying degrees of ground illumination and color variations due to lighting and cloud shadows. Due to the nature of oblique aerial photography, there may also be artifacts such as haze, glint and glare caused by reflected light.
<b>Measurement Accuracy</b>	<0.75% measurement error, excluding user pixel selection error
<b>Pixel Placement Accuracy</b>	Pictometry provides a visualization system and therefore does not certify image accuracy.
<b>Sensor Orientation</b>	Pictometry utilizes an IMU (Inertial Measurement Unit), ground station post-corrected differential GPS, and Kalman filtering to achieve a high degree of positional and directional accuracy.
<b>Sensor Positional Accuracy</b>	mean 15cm absolute
<b>Sensor Directional Accuracy</b>	0.015 degrees absolute (roll/pitch) 0.035 degrees absolute (heading)
<b>Image Export</b>	JFIF (JPEG), TIFF, BMP Pictometry software can be utilized to export the images into any of the above industry-standard formats.

#### Notes

1. The existing National Map Accuracy Standards focus on conventional analog aerial photography products. When used for digital mapping products, it is necessary to specify the approximate image scale (e.g. 1:1200) when stating NMAS requirements.

2. Pictometry's orthogonal images provide the coordinate accuracy fulfilling most planimetric requirements, however, Pictometry data is not intended for authoritative definitive mapping or surveying replacement. If there is a need for authoritative mapping products, additional work is required by licensed individuals in order to certify Pictometry's orthogonal imagery. Alternatively, a separate, authoritative orthogonal image capture can be done and those orthogonal images used inside of Pictometry. Our oblique images are unique to Pictometry and are intended to provide data not available elsewhere and lateral views with more visual information, such as building stock analysis. In Pictometry the orthogonal and oblique images are linked for your convenience and additional study. With a few clicks you can find the revealing lateral views, height measurements, and other information afforded by the oblique images while using the coordinate accuracy afforded by the orthogonal images.

**Documentation:** Pictometry International Corp. shall furnish 1 digital copy of the Licensed Documentation for the Licensed Software.

**Training:** End User orientation session(s), is limited to 25 attendees per training session, for employee(s) of the Licensee, or Authorized Subdivision(s) thereof. Advanced User technical training is limited to 10 attendees using Licensee computers. Administration / IT training is designed to provide the administrators of the Pictometry image library with the knowledge they will need to manage and distribute access to the Pictometry solution. Administration / IT Training is provided remotely via online tools. Renewal Licensees will receive online training sessions, customized to address Licensee's needs. Pictometry Trainers shall contact Licensee to determine training needs.

#### **EAP**

**Economic Alliance Partnership (EAP):** Licensee shall be eligible for the EAP program for the Term of Contract as defined on Section A to this Agreement. For multi-library contracts (more than one image capture on Section A), EAP terms and conditions shown below will apply for a period of two years from the date of execution of the Agreement. Any remaining image library captures will be covered by the then prevailing EAP terms, as defined by Pictometry International Corp.

- A. **Imagery** – with Pictometry's EAP program the Licensee may retain its imagery, as the EFS Software and Image License becomes perpetual at the end of the term of the License Agreement.
- B. **Disaster Coverage at No Additional Charge** – Pictometry will image up to 200 square miles of affected areas (as determined by Pictometry) of the events described below at no additional charge to the license fee:
- **Hurricane:** affected areas of Category II hurricanes and above. Coverage for hurricanes below this category or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Tornado:** imagery of areas impacted by Tornadoes with ratings of EF4 and above. Coverage for tornadoes below EF4 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Terrorist:** damage due to terrorist attack for up to 200 square miles. Coverage beyond 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Earthquake:** affected areas with damage to critical infrastructure resulting from an Earthquake at or exceeding 6.0 on the Richter magnitude scale. Coverage for Earthquakes below 6.0 or for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
  - **Tsunami:** affected areas with damage to critical infrastructure resulting from a Tsunami. Coverage for areas exceeding 200 square miles will be available to active licensees at EAP rates, dependent upon resource availability.
- C. **Software – Use of Pictometry Change Analysis™ or Web Deployment of Disaster Imagery** – Pictometry's Rapid Response Program includes the use of Change Analysis software for ninety days from the date of delivery of any EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts. Pictometry Web Deployment of disaster imagery may also be available at no charge for ninety days.

#### **STANDARD ORTHO MOSAIC PRODUCTS**

##### **Pictometry Standard Ortho Mosaic Products:**

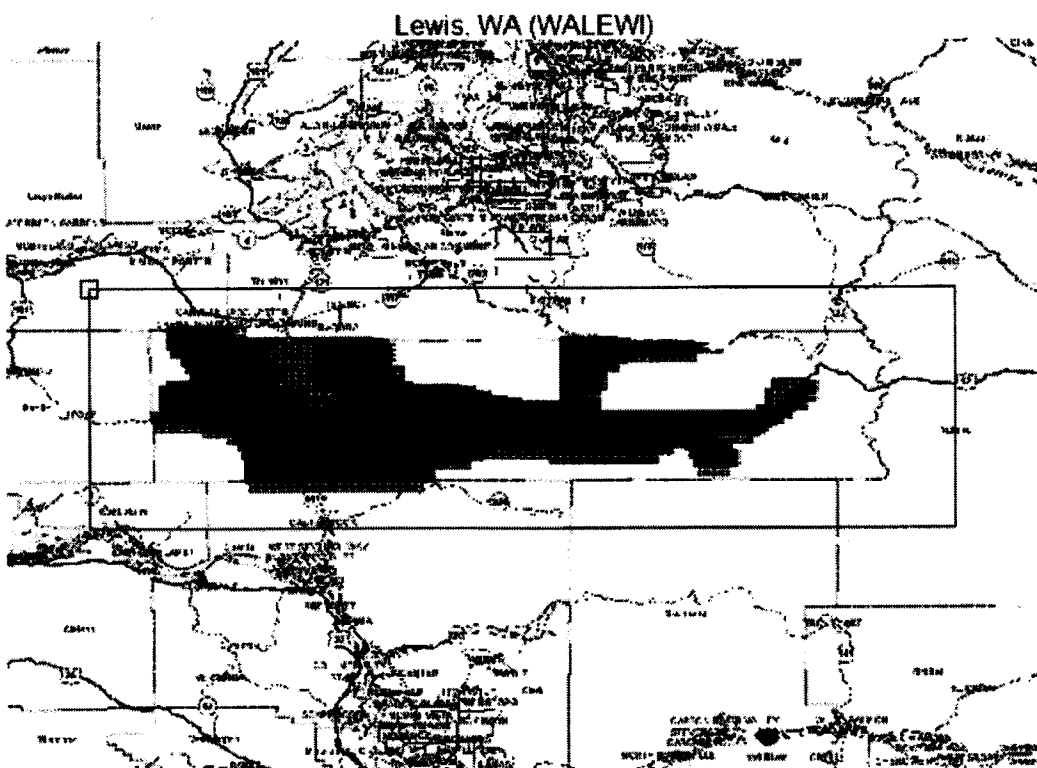
Pictometry ortho mosaic products are the result of high definition, full color aerial images and automated mosaicking processes that incorporate digital elevation data to create large-area mosaic ortho images from the individual Pictometry ortho frames. Pictometry's process includes quality control, programmatic error correction, and data integrity checks into the planning, capture, and processing of the images. Certain artifacts may remain evident in the ortho mosaic tiles, including, but not limited to: disconnects in non-elevated surfaces, disconnects in elevated surfaces (roadways, bridges, etc.), building intersect and clipping, seasonal cutlines, ground illumination cutlines, color variations (illumination differences and multiple-aircraft/camera captures), color variations (mixed GSD), color variations (e.g. water) and lack of edges of coverage (the border of a county, for example). Note: If mathematical operations will be performed on the Mosaic Tiles (such as automated feature extraction), that would be compromised by compression artifacts, Ortho Mosaic Tiles may be created from non-compressed TIFF imagery and delivered in TIFF format with world files and separate trailers, minimal overlap, projected in State Plane, NAD 83, feet unless the projection is stated otherwise.

##### **Custom Ortho-Mosaics:**

It is important to note that while the custom ortho-mosaic can generally be created at any pixel resolution, up or down, creating an ortho-mosaic with a pixel size smaller than the ground sample distance of the input imagery will not contain any more information than the resolution of the input imagery. For example, if you create a six-inch ortho-mosaic from one-foot imagery, even though the pixels will be six-inch, the overall image data resolution will still only be one-foot. For this reason, it is important to ensure the base imagery purchased meets or exceeds the resolution requirements of any ortho-mosaics you need. Under-sampling, for instance creating a one-foot ortho-mosaic from six-inch resolution imagery, is not a problem and generally produces very good results.

In general, ortho-mosaics from Pictometry's neighborhood orthogonal imagery can meet NMAS 1:1200 (1.0-meter RMS error at 95% confidence interval) in relatively flat terrains or areas with good elevation data. For areas with highly variable terrain or areas with poor elevation data, this number generally drops to NMAS 1:2400 (2.0-meter RMS error at 95% confidence interval). Certified ortho-mosaics can be created from Pictometry's community orthogonal imagery, but only under certain capture parameters. As such, it is important to include any custom ortho-mosaic requirement with the image capture requirements such that the community orthogonal imagery can be captured in a way consistent with certification requirements.

## SECTOR MAP



Community Sectors: 1221      Neighborhood Sectors: 65

**AMENDMENT TO AGREEMENT DATED 3/5/2013 BETWEEN  
PICTOMETRY INTERNATIONAL CORP.  
AND  
LEWIS COUNTY WA**

THIS AMENDMENT ("Amendment"), which includes this cover sheet and the Sections referenced herein is entered into by and between Pictometry International Corp. ("Pictometry") and the customer named above ("Licensee"), and shall supplement and modify the terms of the Agreement dated 3/5/2013, in addition to any and all related addenda, or amendments (collectively, the "Agreement"). To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

**DESCRIPTION OF PRODUCTS (the "Products"):**

Section A: Licensed Products

Section B: Product Terms, Conditions, and Specifications, as applicable

**MODIFICATION TO AGREEMENT:**

1. The products listed on the attached order form (Section A) and the product parameters set forth in Section B shall be added to the Agreement.
2. The Pictometry Online Services General Terms and Conditions and Pictometry International Corp. Software License Agreement shall be added to the Agreement.
3. All other terms and conditions set forth in the Agreement shall remain the same.

**FEES AND PAYMENT TERMS (the "License Fees"):**

Any fees referred to in this Amendment are in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are exclusive of other fees to be paid by Licensee to Pictometry and which duties, taxes and fees will be paid by Licensee without reducing any amount owed to Pictometry unless documentation of tax exemption is provided to Pictometry prior to billing. Any amount payable by Licensee that is not paid within 30 days after its invoice date will accrue interest at the rate of 1.5% per month or at the maximum lesser rate allowed by law. In addition to any applicable interest, Licensee will pay Pictometry all costs it incurs to collect any amount due under this Amendment and any other Amendment(s) or Addenda to the Agreement described above, including but not limited to, attorneys' fees and court costs.

<b>LICENSEE NOTICE ADDRESS</b>	<b>PICTOMETRY NOTICE ADDRESS</b>
2025 NE Kresky Ave	100 Town Centre Drive, Suite A
Chehalis, WA 98532	Rochester, NY 14623
Attn: Matt Hyatt, GIS Manager	Attn: Director, Contract Administration
Phone: (360) 740-1128 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Any modifications of this Amendment must be in writing and duly executed by an authorized representative of each Party hereto. Any purchase order or similar document that Licensee may issue in connection with this Amendment will be for ordering purposes only and that any terms and conditions on such purchase order will be of no force or effect.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto and shall not become effective until execution by both Parties.

**PARTIES:**

<b>"LICENSEE"</b>	<b>"PICTOMETRY"</b>
<b>NAME:</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware Corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>DATE:</b>

**ORIGINAL CONTRACT (HARD COPY) MUST BE RECEIVED BY PICTOMETRY WITHIN 10 DAYS FROM DATE OF SIGNING.**



**SECTION A****LICENSED PRODUCTS**

Pictometry International Corp.  
100 Town Centre Drive, Suite A  
Rochester, NY 14623

**ORDER #**

C133107

BILL TO
Lewis County WA
Matt Hyatt
2025 NE Kresky Ave
Chehalis, WA 98532
(360) 740-1128
mghyatt@lewiscountywa.gov

SHIP TO
Lewis County WA
Matt Hyatt
2025 NE Kresky Ave
Chehalis, WA 98532
(360) 740-1128
mghyatt@lewiscountywa.gov

CUSTOMER ID	SALES REP	TERM OF CONTRACT	NUMBER OF FLIGHTS
A118210	SFaust	3 years	0

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE/TYPE	AMOUNT
52885	ChangeFindr - Bldg Outlines with Client's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.33		\$17,187.63
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. <b>License Term: 1 Year(s)</b>	\$3,000.00	\$2,250.00 Product Grant	\$2,250.00

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$19,437.63
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This order is subject to the Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions") set forth in Section B, as those terms and conditions may be amended from time to time by Pictometry in accordance with their terms. By signing this Order Form, Customer agrees to the General Terms and Conditions as part of this order. To the extent of any conflict between the terms and conditions set forth on this Order Form and those set forth in the General Terms and Conditions, the terms and conditions of this Order form shall prevail.

**PAYMENT TERMS**

Due at Signing	\$4,296.91
Due at Shipment of ChangeFindr	\$12,890.72
Due at Activation of Connect/POL	\$2,250.00
Total Payments	\$19,437.63

## SECTION B

## PRODUCT TERMS, CONDITIONS, AND SPECIFICATIONS

## PRODUCT PARAMETERS

## CHANGEFINDER

**Product:**

Figure 1: Schematic representation of the 1000 Genomes Project. The figure shows a grid of 1000 individuals (rows) and 1000 SNPs (columns). The grid is divided into four quadrants, each representing a different population: European (top-left), African (top-right), Asian (bottom-left), and Admixed American (bottom-right). The grid is color-coded to show the distribution of alleles across the populations.

## ChangeFindr - Bldg Outlines with Client's Electronic Parcel Files

## Pictometry Imagery

2013

N/A

2013

Included in Building Outlines

Yes

State Plane, NAD83, Washington State Plane South Zone, Feet ☐

No

## CONNECT

**Product:**

## Pictometry Connect - CA - 100

**Matt Hyatt**

inghyatt@lewiscountywa.gov

Upon Authorization ☐

Lewis County, WA

## CONNECT

### PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

#### 1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.

1.2 You may not make the Online Services available to any other party.

1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.

1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.

1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.

1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.

1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.

1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.

1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.

1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.

1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

#### 2. ACCESS TO SERVICES

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